CONSULTING AGREEMENT

THIS AGREEMENT made and entered into this day of November 12, 2009 (the "Effective Date") by and between O&M Partners, LLC, (the "**Consultant**") and Sierra Geothermal Power Corp. (the "**Client**").

ADDRESS
O & M Partners, LLC.
747 Third Avenue, 15th Floor
New York, NY 10017

Sierra Geothermal Power Corp.
500 - 666 Burrard Street
Vancouver, BC,
V6C 3P6
Canada

WHEREAS, Client has agreed to engage Consultant to provide investor targeting upon the terms and conditions contained herein.

NOW THEREFORE in consideration of the mutual covenants and agreements made herein, the parties do hereby agree:

I. TERM

The term of this agreement shall begin on the Effective Date, and expire 6 months from the Effective Date.

II. SCOPE OF SERVICES

Consultant hereby agrees to use his best efforts during the term of this agreement and all extensions thereof to initiate contacts and meetings with institutional investors, independent money managers and market makers on behalf of the Client. These services (the "**Services**") shall be performed on days selected in advance and mutually agreed to by the parties.

Any additional services that are agreed upon by the parties from time-to-time shall be outlined in an addendum (exhibit A) and become a part of this Agreement, subject to acceptance by the Exchange, if required.

Consultant shall not engage in any activity that directly conflicts with the Client; however, Client hereby acknowledges and understands that Consultant shall represent and service other clients in the same manner as he does the Company and that the Client, is not an exclusive Client of Consultant.

Consultant shall treat as proprietary any and all information belonging to the Client disclosed to Consultant in the course of the performance of services provided by Consultant. Consultant further acknowledges that in the performance of his services to Client that specific sensitive information concerning the Company, its operations and/or affiliates, the disclosure of which to third parties would violate securities rules/regulations will be kept in strict confidence.

III. COMPENSATION

Fees are on case by case basis as stated below only with the prior approval by the Client. The Client agrees that payment for special services shall be as follows:

> US $5,000 per day for each day that Services are performed as contemplated in the first paragraph of Clause II, above, plus a one-time charge of $172 as a stock research fee and $50 fixed rate for long distance telephone usage, payable by direct wire.

Any cost and expenses incurred by Consultant on behalf of Client not covered by the aforementioned shall be reimbursed by Client upon documentation of such expense by Consultant.

IV. REPRESENTATION & INDEMNIFICATION BY CONSULTANT

Consultant shall devote time and effort in performing services hereunder as is reasonably required and at reasonable times. Consultant agrees to indemnify Client against and to hold harmless from any claims, demands, suits, loss and damages arising out of any inaccurate statement or misrepresentation provided that such indemnification shall not pertain to any information provided by or attributable to Client. The Consultant agrees to comply with all applicable requirements of the TSX Venture Exchange and applicable securities laws, rules or regulations.

V. REPRESENTATION & INDEMNIFICATION BY CLIENT

Client shall be deemed to make a continuing representation of the accuracy of any and all material facts, information and data which it supplies to Consultant and Client acknowledges its awareness that Consultant will rely on such continuing representation in disseminating such information and otherwise performing its investor relation functions. Client hereby agrees to indemnify the Consultant against and to hold the Consultant harmless from any claims, demands, suits, loss or damages arising out of Consultant's reliance upon the accuracy and continuing of such facts, information and data.

VI. AMENDMENTS

This agreement may be modified or amended provided such modifications or amendments are mutually agreed upon by and between the parties hereto and that such modification or amendments are made in writing and signed by both parties.

VII. ASSIGNABILITY

This contract is not assignable by Consultant but shall be assignable by the Client in connection with the sale, transfer or other disposition of its business.

VIII. SEVERABILITY

If any provision of this agreement shall be held to be contrary to law, invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

IX. NON WAIVER

The failure of either party, at any time, to require specific performance of the other party shall not be construed to be a waiver of such right to require specific performance and in no way shall affect such party's right subsequently to require full performance hereunder.

X. TERMINATION

This agreement may be terminated by either party prior to the expiration of the term herein upon written notice to the other party.

Termination shall not relieve Client of its obligation to pay Consultant any money due for services rendered.

IX. MISCELLANEOUS

I. LAW = Any dispute between Consultant and Client involving the interpretation or application of any provision of this contract shall be governed by the laws of the State of New York. This Agreement shall also be subject to the written Policies and the requirements of the TSX Venture Exchange.

II. NOTICES – Any notice required or permitted to be given under this agreement shall be sufficient if in writing and sent by certified mail return receipt requested to the principal office of the party to be so notified.

III. COUNTERPART = This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute but one agreement.

IV. CAPTIONS = The headings and section references in this Consulting Agreement are for convenience or reference only and are not intended to interpret, define or limit the scope, extent or intent of this Consulting Agreement or any provisions thereof.

Client

Sign: GT

Print: Gary Thompson

Sierra Geothermal Power Corp.
500 - 666 Burrard Street
Vancouver, BC,
V6C 3P6
Canada

Consultant

By: David Mandy

Print: David Mandy

O & M Partners, LLC
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